

University of Prince Edward Island	Policy Number: 0015
Policy Title: Policy Supporting and Accommodating Breastfeeding	Pages - 3
Authority: Dean, Faculty of Nursing	Creation Date: October 14, 2011
	Version Date: September 2021
	Review Date: March 2026

1. Purpose

Breastfeeding is widely recognized as the optimal method of infant feeding, and current research offers compelling evidence that breastfeeding improves health outcomes for mothers and babies across the lifespan. The World Health Organization (WHO), Public Health Agency of Canada, and Canadian Pediatric Society recommend exclusive breastfeeding for the first 6 months of life. Exclusive breastfeeding is facilitated when infants are not separated from their mothers and are nursed in a comfortable environment. When this is not possible, women should have an appropriate place to express and store their milk. The University of Prince Edward Island (UPEI) Faculty of Nursing recognizes the importance of creating a breastfeeding-friendly environment for students, employees, and the community at large. In this regard, the Faculty of Nursing aims to provide a supportive and flexible environment for breastfeeding employees and students as they transition back to work or study.

2. Scope

Employees, students, and guests of the UPEI Faculty of Nursing.

3. Responsibility

Dean, Faculty of Nursing

4. Policy

The needs of breastfeeding mothers vary and change over time; therefore, creative approaches are employed to meet the provisions outlined in this policy.

The UPEI Faculty of Nursing takes reasonable measures to accommodate employees and students who wish to breastfeed or express breastmilk in the workplace or while attending university.

Quiet breastfeeding infants are welcome in classrooms, conference rooms, and public spaces. Breastfeeding mothers must be considerate of the impact of infants on the work/study environment of colleagues and fellow students.

University of Prince Edward Island	Policy Number: 0015
Policy Title: Policy Supporting and Accommodating Breastfeeding	Page 2 of 3

The UPEI Faculty of Nursing provides the following specific facilities and support:

4.1. Time:

Lactation breaks:

- The UPEI Faculty of Nursing is committed to providing flexibility for employees to take lactation breaks during their workday. One or more 30-minute unpaid breaks in an eight-hour period, in addition to normal breaks, is/are recommended.
- The number of times a woman needs to breastfeed, or express milk will be determined by the individual needs of the mother and the age of the baby and may vary over time.
- The mother should make arrangements for lactation breaks in consultation with her immediate supervisor.

4.2. Space:

Breastfeeding women are reasonably accommodated by having access to the following:

- A clean, hygienic, and private area to breastfeed or express breastmilk, which may be a student or employee lounge or an unused office.
- A comfortable chair to use while breastfeeding or expressing.
- A table to support a breast pump and/or equipment.
- Washing facilities for hands and equipment.
- A change table.
- Secure storage facilities for breastmilk (refrigerator/ freezer) and for the storage of breastmilk expression equipment (pump).
- An electrical outlet for women who use an electric pump.

For students who are breastfeeding:

- Quiet infants are welcome in classrooms, conference rooms, and public spaces.

University of Prince Edward Island	Policy Number: 0015
Policy Title: Policy Supporting and Accommodating Breastfeeding	Page 3 of 3

- Students should attempt to sit in a location where their exit from the room during a lecture or seminar (if the baby becomes fussy) would minimize disruptions to the learning environment.
- During examinations, in cases where the duration of an examination would interfere with breastfeeding routine, students should consult with their course professor for alternative, appropriate accommodation during the examination if required.

4.3. Support:

- The UPEI Faculty of Nursing supports an environment that encourages women to feel at ease breastfeeding their infants. However, there may be areas of the university where infants are not permitted due to safety/health concerns or requirements (e.g., microbiology lab).
- Support from fellow employees/students is important in providing an environment conducive to breastfeeding; therefore, efforts are made to inform employees/students about this policy to secure their cooperation for any accommodations that may be needed. New employees and students are informed of UPEI Faculty of Nursing policies (including the breastfeeding policy) during orientation.
- There may be situations or environments within the University when breastfeeding breaks or private space for breastfeeding may not be provided. Other options should be explored with the mother to ensure that her needs are met.

5. Covid-19 Pandemic Procedures

In the context of the current COVID-19 pandemic and given Covid 19 vaccines are not available for children 12 and under, parents who are breastfeeding will be required to sign the UPEI [Children Participating in Activities During Covid-19 Waiver](#).

6. Review:

This policy will be reviewed five years following its adoption and every five years thereafter.

Adapted from Memorial University with permission.

TO: THE UNIVERSITY OF PRINCE EDWARD ISLAND

WAIVER, RELEASE, ASSUMPTION OF ALL RISK, INDEMNIFICATION OF ALL CLAIMS, AND COVENANT NOT TO SUE THE UNIVERSITY OF PRINCE EDWARD ISLAND (the Agreement)

WARNING: By entering into this Agreement you indicate that you understand the risks associated with the Activity(ies), and that you are aware that by allowing your child to participate in the Activity(ies) you are exposing them to the risks identified below.

PLEASE READ CAREFULLY!

CHILD'S NAME: _____

PARENT'S/GUARDIAN'S NAME: _____

PARENT'S/GUARDIAN'S ADDRESS: _____

COURSE CODE & TITLE/ACTIVITY NAME : _____ (the "Activity")

COURSE/ACTIVITY DATE: _____

The Government of Prince Edward Island declared a province-wide state of emergency under *The Public Health Act* on March 16, 2020 to protect the health and safety of all Prince Edward Islanders and to reduce the spread of the novel coronavirus (or **COVID-19**). **COVID-19** is easily spread by contact with droplets produced by people who have the virus.

The University of Prince Edward Island (the **University**) has put in place measures to reduce the spread of **COVID-19**, however the University cannot guarantee that any individual attending the University Campus, using the University's facilities, or participating in activities organized by the University, whether on-campus or off-campus (including camps) (collectively, the **University Activities**) will not become infected with **COVID-19**. Further, attending the University Campus and participating in the University Activities, could increase the risk of contracting **COVID-19**.

A **parent or guardian** of each child attending or participating in the Activity, is being asked to carefully review, confirm and agree to the statements made below.

In agreeing to allow my child to attend or participate in the Activity, I understand that the University will not be liable for any loss, injury or death resulting from the risks outlined herein. I agree to waive my right and my child's right to sue the University for any loss, injury or death resulting from the risks outlined within this Agreement.

A. Agreement Not to Send My Child to Attend or Participate in the Activity if Symptomatic

On behalf of myself and my child, _____ (*insert name of child*), I certify as follows:

1. No one in my child's household(s) is experiencing any symptoms of illness, including symptoms that resemble a cold. Symptoms include, but are not limited to: cough, fever, shortness of breath or difficulty breathing, runny nose, stuffy nose, sore throat, painful swallowing, headache, chills, muscle or joint aches, feeling unwell in general, new fatigue or severe exhaustion, gastrointestinal symptoms (such as nausea, vomiting, diarrhea, or unexplained loss of appetite), loss of sense of smell or taste, or pink eye.

_____ initial

2. I understand that the list of symptoms noted above is constantly evolving, and I will make best efforts to monitor the most current information from the Government of Prince Edward Island at the following link before sending my child to attend or participate in the Activity: <https://www.princeedwardisland.ca/en/information/health-and-wellness/about-covid-19-coronavirus> _____ initial
3. I will check my child’s temperature each day of the Activity and will ensure they do not have a fever before sending my child to attend or participate in the Activity. _____ initial
4. My child will not attend or participate in the Activity if anyone in my child’s household(s) is sick, even if the symptoms resemble a mild cold. _____ initial
5. I have explained to my child the risks of not conforming with the safety and hygiene protocols that have been adopted by the University, and are posted on the Government of Prince Edward Island's website (<https://www.princeedwardisland.ca/en/topic/protect-yourself-and-others>) in advance of my child attending or participating in the Activity. I have also explained to my child that they must follow these safety and hygiene protocols. _____ initial

I further certify that:

1. No one in my child’s household(s) has travelled internationally or outside the Atlantic Bubble in the past fourteen (14) days. _____ initial
2. No one in my child’s household(s) believes that they have been exposed to a person with a confirmed or suspected diagnosis of **COVID-19** within the last 14 days. _____ initial
3. No one in my child’s household(s) has been diagnosed with **COVID-19** within the past 2 months and/or is being directed by a health care provider to self-isolate. _____ initial
4. The individuals in my child’s household(s) are following recommended guidelines as much as possible including, but not limited to: practicing social distancing by maintaining a separation of at least six (6) feet or two (2) metres from others who are not part of the household(s), engaging in proper handwashing, respecting inter-provincial border recommendations, and otherwise limiting their exposure to **COVID-19**. _____ initial
5. If my answers to any of the above statements change prior to my child commencing or during their attendance or participation in the Activity, I will withdraw my child from the attendance or participation in the Activity. _____ initial

B. Assumption of Risk

The University is attempting to limit the risk of exposure to **COVID-19** by using reasonable efforts to follow the health and safety guidelines recommended by the provincial and federal health authorities. Nevertheless, I understand that there remains a risk that my child could contract **COVID-19** by attending their University Activities. I therefore acknowledge and agree as follows:

1. I acknowledge that **COVID-19** is easily spread by contact with droplets produced by people who have the virus and I voluntarily assume the risk on behalf of my child that they may be exposed to or infected by **COVID-19** while attending their University Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death to my child and members of my child’s household(s). _____ initial
2. I acknowledge that it is my responsibility to ensure my child learns and follows all health, safety and other rules established by the University. I understand that any behaviour on my child’s part that places others at risk could result in immediate termination of my child’s right to use the University’s facilities or attend their University Activities. _____ initial

C. Waiver of Liability, Release and Indemnification

In consideration of the University permitting my child to attend or participate the Activity, I agree as follows:

1. **To waive any and all claims that I have or my child may have in the future against the University**, its members, officers, employees, students, agents, volunteers and independent contractors (collectively referred to as the **Releasees**). _____ initial
2. **To release the Releasees from any and all liability** for any loss, damage, injury, illness, death or expense that I may, my child may, or that members of my child's household(s) may suffer, including the contraction of **COVID-19**, as a result of my child's participation in their University Activities, including such loss, damage, injury, illness, death or expense that is caused by the negligence, breach of contract, or breach of any statutory or other duty of care (including any duty owed under the *Occupier's Liability Act*, RSPEI 1988 c. O-2, as amended) on the part of the Releasees. _____ initial
3. **To hold harmless and indemnify the Releasees** from any and all liability, causes of action, claims, judgments, costs and expenses (including legal fees) that my child, a member of my child's household(s), or any third party may suffer as a result of my child's participation in their University Activities, including due to any act, omission, or negligence of the Releasees. _____ initial
4. This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity. _____ initial

This Agreement shall be governed by and construed in accordance with the laws in force in the province of Prince Edward Island and the federal laws of Canada, as applicable. The courts of Prince Edward Island shall have exclusive jurisdiction over all claims, disputes, and actions arising out of and related to the Activities and this waiver and the parties hereby attorn to the jurisdiction of Prince Edward Island courts.

I acknowledge that this Agreement is valid from the date I enter into this Agreement until the end of the **Course Activity Date(s)** stated on the first page of this Agreement and governs all the University Activities in which my child participates.

I have carefully read, fully understand, have had an opportunity to consult with a lawyer, and freely and voluntarily accept the terms contained within this Agreement and **understand that I, on my own behalf and on behalf of my child, am giving up substantial rights and accepting the risk that my child may come into contact with, be exposed to, or be diagnosed with COVID-19, following their participation in their University Activities** or by using the University's facilities. I confirm that I have authority to enter into this Agreement on behalf of my child and understand that the terms contained herein are legally binding. I understand and agree that the assumption of risk contemplated herein is intended to be as broad and inclusive as possible by the applicable laws of Canada and that if any portion hereof is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

Signed this _____ day of _____, _____.

SIGNATURE OF PARENT OR GUARDIAN

PARENT OR GUARDIAN NAME (please print)

WITNESS SIGNATURE (Non Family Member)

WITNESS NAME (please print)

WITNESS ADDRESS

WITNESS TELEPHONE #

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and where indicated above paragraphs must be initialed before the child may participate in the activity(ies).

Protection of Privacy - The personal information requested on this form is collected under the authority of Section 31(c) of the *PEI Freedom of Information and Protection of Privacy Act* and will be protected under Part 2 of that Act. It will be used for the purpose of administering this Waiver. Direct any questions about this collection to: Manager, Contracts and Insurance • 550 University Avenue, Charlottetown, PE C1A 4P3 • (902) 566-0474 • insurance@upei.ca •